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LIBERTY UTILITIES (PARK WATER) CORP.

Amended Articles of Incorporation (Exhibit G)

NCTO

EXHIBIT G

A0779382

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Certificate of Amendment
of Articles of Incorporation

FILED 9C
Secretary of State
State of California

100 JAN 12 2016

January 11, 2016

The undersigned certify that:


1. They are the president and the secretary, respectively, of Park Water Company, a California corporation.
2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

The name of this corporation is Liberty Utilities (Park Water) Corp.
3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is one thousand (1,000). The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

[signature page follows]

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge as of the date first written above.

Dated this 11th day of January, 2016


By: Gregory S. Sorensen
Title: President
By: Todd Wiley
Title: Secretary

DEC 19 2011

AGREEMENT OF MERGER

This Agreement of Merger (this "Agreement of Merger") is entered into as of December 19, 2011, by and among Western Water Holdings, LLC, a Delaware limited liability company ("Buyer"), PWC Merger Sub, Inc., a California corporation and wholly owned subsidiary of Buyer ("Merger Sub"), and Park Water Company, a California corporation (the "Company" and together with Merger Sub, the "Constituent Corporations").

RECITALS

A. Buyer, Merger Sub, the Company and certain other parties entered into an Agreement and Plan of Merger dated as of December 21, 2010 (the "Plan of Merger"), providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated herein.

B. The Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations and in the best interest of the shareholders of the Constituent Corporations that the Company be acquired by Parent through a merger (the "Merger") of Merger Sub with and into the Company, with the Company surviving the Merger (the "Surviving Corporation").

C. The shareholders of the Constituent Corporations have approved the Merger.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth below, the parties agree as follows:

**ARTICLE I.
THE CONSTITUENT CORPORATIONS****1.1 The Company.**

(a) The Company was incorporated under the laws of the State of California on December 15, 1937.

(b) The Company is authorized to issue 80,000 shares of common stock of the Company, \$25.00 par value per share ("Company Common Stock").

(c) As of the date hereof, an aggregate of 24,415.64 shares of Company Common Stock are issued and outstanding.

1.2 Merger Sub.

(a) Merger Sub was incorporated under the laws of the State of California on December 15, 2010.

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(b) Merger Sub is authorized to issue an aggregate of 25,000 shares of common stock, \$0.01 par value per share ("Merger Sub Common Stock").

(c) As of the date hereof, 1,000 shares of Merger Sub Common Stock are issued and outstanding.

ARTICLE II. THE MERGER

2.1 The Merger. Merger Sub shall be merged with and into the Company at the Effective Time (as defined below). Following the Merger, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation (the "Surviving Corporation") in accordance with the California Corporations Code (the "California Law").

2.2 Effective Time. The Merger shall become effective (the "Effective Time") at such time as this Agreement of Merger and the required Officers' Certificates of each Constituent Corporation have been filed with the Secretary of State of the State of California pursuant to the relevant provisions of the California Law.

2.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the Plan of Merger, this Agreement of Merger and the applicable provisions of the California Law and applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

ARTICLE III. ARTICLES OF INCORPORATION AND OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION

3.1 Articles of Incorporation. Following the Effective Time, the Articles of Incorporation of the Surviving Corporation shall be amended in their entirety to contain the provisions set forth in Exhibit A attached hereto.

3.2 Directors and Officers. The directors of Merger Sub immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation and the officers of Merger Sub immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV. EFFECT OF THE MERGER ON THE SECURITIES OF THE CONSTITUENT CORPORATIONS

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4.1 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Merger Sub, the Company or the holders of any of the following securities:

(a) Conversion Generally. Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than any shares of Company Common Stock to be canceled pursuant to Section 4.1(b) and any shares of Company Common Stock which are held by shareholders of the Company exercising appraisal rights pursuant to Chapter 13 under the California Law ("Dissenting Shareholders")), shall be converted, into the right to receive (i) in the case of each of the Henry H. Wheeler, Jr. Trust, as amended, Nyri A. Wheeler and Henry H. Wheeler III (collectively, the "Controlling Shareholders"), \$3,729.40 in cash plus a pro rata portion of any amounts released from the Escrow Account pursuant to the Escrow Agreement, payable to the holder thereof, without interest and (ii) in the case of each other shareholder of the Company, \$4,177.65 in cash (collectively, the "Per Share Merger Consideration"); provided that notwithstanding anything to the contrary contained herein, in no event shall the aggregate of the Per Share Merger Consideration amounts paid by Buyer to the shareholders of the Company pursuant to this Agreement of Merger exceed \$102,000,000 (the "Merger Consideration"). All such shares of Company Common Stock shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each certificate previously representing any such shares shall thereafter represent the right to receive the aggregate Per Share Merger Consideration therefor or the right, if any, to receive payment from the Surviving Corporation of the "fair value" of such shares of Company Common Stock as determined in accordance with Chapter 13 under the California Law. Certificates previously representing shares of Company Common Stock shall be exchanged for the aggregate Per Share Merger Consideration therefor upon the surrender of such certificates (or affidavits in support thereof), without interest.

(b) Cancellation of Certain Shares. Each share of Company Common Stock held in the treasury of the Company immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof and no payment shall be made with respect thereto.

(c) Merger Sub. Each share of common stock, par value \$0.01 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and be exchanged for one newly and validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation.

4.2 Dissenters' Rights.

(a) Notwithstanding anything in this Agreement of Merger to the contrary, if any Dissenting Shareholder shall properly demand payment and appraisal with respect to such Dissenting Shareholder's shares of Company Common Stock, as provided in Chapter 13 of the California Law, such shares shall not be converted into or exchangeable for the right to receive the aggregate Per Share Merger Consideration payable with respect to such Dissenting Shareholder's shares of Company Common Stock except as provided in this Section 4.2, and the Company shall give Buyer notice thereof and Buyer shall have the right to participate in all negotiations and proceedings with respect to any such demands. The Company agrees that,

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except with the prior written consent of Buyer, or as required under the California Law, the Company will not voluntarily make any payment with respect to, or settle or offer to settle, any such demand for payment.

(b) If any Dissenting Shareholder shall fail to perfect or shall have effectively withdrawn or lost the right to dissent, the shares of Company Common Stock held by such Dissenting Shareholder shall thereupon be treated as though such shares had been converted into the aggregate Per Share Merger Consideration payable with respect to such Dissenting Shareholder's shares of Company Common Stock in accordance with Section 4.1.

(c) Each Dissenting Shareholder who, pursuant to the provisions of Chapter 13 of the California Law, becomes entitled to payment of the value of the shares of Company Common Stock held by such Dissenting Shareholder will receive payment therefor after the value thereof has been agreed upon or finally determined pursuant to such provisions, and any Per Share Merger Consideration that would have been payable with respect to such shares of Company Common Stock shall be retained by Buyer.

4.3 Escrow Amount. The Company hereby authorizes and instructs Buyer to deduct from the Merger Consideration otherwise payable to the Controlling Shareholders at the Effective Time an aggregate amount of \$10,000,000 (the "Escrow Amount") and deposit such amount into an escrow account (the "Escrow Account") established pursuant to the terms of an Escrow Agreement (the "Escrow Agreement") to be entered into at the Effective Time among Henry H. Wheeler, Jr., in his capacity as the representative of the shareholders of the Company (the "Shareholder Representative"), Buyer and Wells Fargo Bank, N.A., as escrow agent (the "Escrow Agent"). The timing and methodology for the release of the Escrow Amount shall be governed by the terms and subject to the conditions set forth in the Plan of Merger and the Escrow Agreement; provided, however, that each of Buyer and the Shareholder Representative, agrees that it or he will act in good faith and cooperate with one another to execute and deliver such joint written instructions, including with respect to any distributions and further investments of the Escrow Amount, to the Escrow Agent as are required to implement the intent of this Agreement of Merger and the Escrow Agreement.

ARTICLE V. MISCELLANEOUS PROVISIONS

5.1 Termination. This Agreement of Merger may be terminated at any time prior to the Effective Time by mutual agreement of the Boards of Directors of the Constituent Corporations.

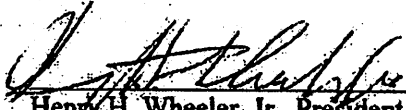
5.2 Effect of Termination. In the event of the termination of this Agreement of Merger pursuant to Section 5.1, this Agreement of Merger shall forthwith become void and there shall be no liability or obligation on the part of any party hereto or any of its affiliates, directors, officers or shareholders, except as otherwise provided in the Plan of Merger.

5.3 Amendment. This Agreement of Merger may not be amended except by an instrument in writing signed by the Company and Buyer.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement of Merger as of the date first written above.

PARK WATER COMPANY
a California corporation


Henry H. Wheeler, Jr., President


Nyri A. Wheeler, Corporate Secretary

WESTERN WATER HOLDINGS, LLC
a Delaware limited liability company

Robert Dove, President

Bryan Lin, Chief Financial Officer

PWC MERGER SUB, INC.
a California corporation

Robert Dove, President

Bryan Lin, Secretary

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IN WITNESS WHEREOF, the parties have duly executed this Agreement of Merger as of the date first written above.

PARK WATER COMPANY
a California corporation

Henry H. Wheeler, Jr., President

Nyri A. Wheeler, Corporate Secretary

WESTERN WATER HOLDINGS, LLC
a Delaware limited liability company



Robert Dove, President




Bryan Lin, Chief Financial Officer

PWC MERGER SUB, INC.
a California corporation



Robert Dove, President



Bryan Lin, Secretary

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EXHIBIT A

Amended and Restated Articles of Incorporation

I

The name of this corporation is Park Water Company.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

This corporation is authorized to issue only one class of shares of stock, which shall be Common Stock. The total number of shares of Common Stock which this corporation is authorized to issue is Twenty-Five Thousand (25,000) with a par value of \$0.01 per share.

IV

This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the corporation and its shareholders.

V

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

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PARK WATER COMPANY

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, Christopher Schilling and Nyri A. Wheeler, hereby certify that:

1. They are the Co-Chief Executive Officer and Corporate Secretary, respectively, of Park Water Company, a California corporation (the "Corporation").

2. The Corporation has one authorized class of shares, consisting of 80,000 shares of common stock, par value \$25.00 per share ("Common Stock"). As of the date hereof, an aggregate of 24,415.64 shares of Common Stock are issued and outstanding.

3. The Agreement of Merger in the form attached to this Certificate providing for the merger of PWC Merger Sub, Inc., a California corporation, with and into the Corporation, was duly approved by the Board of Directors of the Corporation.

4. The principal terms of the Agreement of Merger in the form attached to this Certificate were duly approved by the shareholders of the Corporation by a vote that equaled or exceeded the vote required.

5. The number of shares of Common Stock outstanding entitled to vote on the merger was 24,415.64 shares. The vote required for such approval of the merger was a majority of the shares of Common Stock.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of his own knowledge. Executed on December 18, 2011


Christopher Schilling
Co-Chief Executive Officer



Nyri A. Wheeler
Corporate Secretary

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PWC MERGER SUB, INC.

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER


The undersigned, Robert Dove and Bryan Lin, hereby certify that:

1. They are the President and Secretary, respectively, of PWC Merger Sub, Inc., a California corporation and wholly owned subsidiary of Western Water Holdings, LLC, a Delaware limited liability company (the "Corporation" and "Parent", respectively).
2. The Corporation has one authorized class of shares, designated common stock, par value \$0.01 per share ("Common Stock"). The number of shares of Common Stock outstanding and entitled to vote on the merger was 1,000.
3. The Agreement of Merger in the form attached to this Certificate providing for the merger of the Corporation with and into Park Water Company, a California corporation, was duly approved by the Board of Directors of the Corporation.
4. The principal terms of the Agreement of Merger in the form attached to this Certificate were duly approved by Parent as the sole shareholder of the Corporation owning 100% of the outstanding shares of Common Stock.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of his own knowledge. Executed on December 19, 2011.



Robert Dove
President



Bryan Lin
Secretary

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I hereby certify that the foregoing transcript of 10 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

DEC 19 2011

Date: _____

Debra Bowen
DEBRA BOWEN, Secretary of State